

**United States Department of Agriculture (USDA)  
Kansas City Commodity Office (KCCO)**

**Solicitation Number: KCCO-06-RFP-001  
Vessel Loading Observation Services**

**Issue Date: January 26, 2006**

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**Section A Instructions to Offerors**

**A.1. Issued By**

United States Department of Agriculture (USDA)  
Kansas City Commodity Office (KCCO)  
Export Operations Division, Stop 8738  
P.O. Box 419205  
Kansas City, MO 64141-6205

**A.2. Method of Solicitation**

Request for Proposals (RFP)

**A.3. Offer Due Date/Local Time**

February 24, 2006  
4:00 p.m. CT

**A.4. For Solicitation Information**

Robert Buxton, Contracting Officer  
Phone: 816-926-6774  
Email: [Robert.buxton@kcc.usda.gov](mailto:Robert.buxton@kcc.usda.gov)

**A.5. Submission of Offers**

Offerors shall submit the solicitation package pursuant to the provision 452.215-71, Instructions for the Preparation of Technical and Business Proposals located in Section D.

Return the complete solicitation package via overnight express mail or hand carry, in accordance with FAR 52.212-1, to the following address:

United States Department of Agriculture (USDA)  
Kansas City Commodity Office (KCCO)  
Export Operations Division, Stop 8738  
P.O. Box 419205  
Kansas City, MO 64141-6205

**A.6. Submit Invoices to**

Kansas City Commodity Office  
Contract Reconciliation Division  
Freight Settlement and Invoicing Branch, Stop 8758  
P.O. Box 419205  
Kansas City, MO 64141-6205

For express mail:  
Kansas City Commodity Office  
Contract Reconciliation Division

Freight Settlement and Invoicing Branch, Stop 8758  
6501 Beacon Drive  
Kansas City, MO 64133-4676

**Section B      General Description of Services**

The purpose of the Vessel Loading Observation (VLO) service is to ensure that all cargo lots subject to VLO observation are loaded to vessels in a clean and wholesome condition, without insect or rodent infestation or contamination, and packaged in sound, clean containers. The VLO is intended to provide an added measure of security in the Government’s effort to provide clean, sound commodities to our overseas recipients. The objective of this contract is to minimize the amount of damaged commodities loaded on vessels, enhance the perception of U.S. agricultural commodities overseas, and protect the integrity of the foreign food assistance programs. Cargo is handled with greater care under observation. Damages occurring from the dock, port shed, truck, or rail car to the barge, container, or vessel hold are documented by the VLO Contractor and corrected or removed under the Contractor’s observation. The Statement of Work under Section G provides the Government’s requirements.

**Section C      Schedule of Services**

**C.1      Volume**

	<u>Minimum Metric Tons</u>	<u>Maximum Metric Tons</u>
Vessel Loading Observation Services	100,000	6,500,000

**C.2      Level of Service**

The Government is requesting proposals offering a choice of four levels of service, each level requiring a minimum number of observers. The Government will award a contract for only one level of service, therefore, it is in the interest of the offeror to provide pricing for all four levels of service.

Level 1.      Observe containerized and breakbulk shipments. Minimum observers for each conveyance:

Containers		1 observer for every 3 containers being loaded
Breakbulk	1-3 holds	1 observer on the ship and 1 observer on the ground.
	3-4 holds	2 observers on the ship and 1 observer on the ground.
	5 or more holds	3 observers on the ship and 1 observer on the ground.

Level 2.      Observe containerized and breakbulk shipments. Minimum observers for each conveyance:

Containers	1 observer for every 2 containers being loaded
Breakbulk	1 observer for <b>each hold</b> on the ship and 1 observer on the ground.

Level 3. Observe breakbulk shipments only. Minimum observers:

Breakbulk	1-3 holds	1 observer on the ship and 1 observer on the ground.
	3-4 holds	2 observers on the ship and 1 observer on the ground.
	5 or more holds	3 observers on the ship and 1 observer on the ground.

Level 4. Observe breakbulk shipments only. Minimum observers:

Breakbulk	1 observer for <b>each hold</b> on the ship and 1 observer on the ground.
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### C.3 Locations

Provided in the table below are those locations where the Contractor may be required to perform. There is no guarantee that the Contractor will be required to perform at all listed locations during the period of the contract. Also, provided are the tonnages observed during Federal Fiscal Years (FFY) 2004 and 2005. The tonnage data are provided **for informational purposes only**, and there is no guarantee that the Contractor will observe similar tonnages at these particular locations.

Location	Breakbulk/Lash Barge MT	Containers MT
Albany, NY	0.00	0.00
Beaumont, TX	0.00	0.00
Charleston, SC	0.00	0.00
Chicago, IL	0.00	546,455.00
Corpus Christi, TX	0.00	0.00
Duluth, MN	0.00	0.00
Freeport, TX	0.00	0.00
Green Bay, WI	0.00	0.00
Houston, TX	168,385.00	102,321.00
Jacintoport, TX	498,694.00	163,494.00
Kansas City, MO	0.00	0.00
Long, Beach, CA	0.00	0.00
Los Angeles, CA	0.00	5,130.00
Lake Charles, LA	309,557.59	213,037.16
Memphis, TN	58,920.00	490.00
Milwaukee, WI	200.00	36,500.00
Mobile, AL	0.00	2,700.00
Morehead City, NC	0.00	0.00
New Orleans, LA	20,180.00	60,735.00
Norfolk, VA	0.00	188,020.00
Oakland, CA	0.00	0.00
Pensacola, FL	20,920.00	26,040.00

<b>Location</b>	<b>Breakbulk/Lash Barge MT</b>	<b>Containers MT</b>
Port Manatee, FL	0.00	0.00
Savanna, IL	0.00	0.00
Savannah, GA	0.00	0.00
Seattle, WA	0.00	0.00
Stuttgart, AR	0.00	3,000.00
Superior, WI	0.00	0.00
Tacoma, WA	0.00	0.00
Tampa, FL	0.00	13,150.00

#### **C.4 Conveyances**

Vessel Loading Observations (VLO) will be conducted on packaged cargoes, as defined in Section C.5, loaded breakbulk into barges or palletized into barges, containers, breakbulk and bulk-style vessels.

#### **C.5 Products**

The products subject to VLO service include dry staple foods such as rice, peas, beans, and lentils; dry blended foods such as wheat-soy blend and corn-soy blend; and vegetable oil. This food aid is packaged in polypropylene or paper bags ranging in size from 20 pounds to 50 kilograms, cardboard cartons containing various consumer pack quantities, liquid 20 liter pails and 208 liter drums.

#### **C.6 Task Orders**

The Government intends to issue task orders electronically pursuant to Section G.1.C; however, it reserves the right to issue task orders orally, or by facsimile, if necessary.

### **Section D FAR Solicitation Provisions**

#### **52.212-1 Instructions to Offerors – Commercial Items (January 2005)**

#### **52.212-2 Evaluation-Commercial Items. (January 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Staffing. The Government will evaluate proposals on the basis of a firm's staffing to be deployed to cover all anticipated locations given the potential for simultaneous attendance.
2. Experience. The Government will evaluate this factor on the basis of the experience of the observers performing the work.
3. Past performance. The Government shall evaluate proposals on the basis of customer satisfaction on past (within the last three years) or current Government or commercial contracts similar to this Government requirement. Offerors are allowed to submit information on a maximum of five contracts.

Offerors shall provide the following information in its proposal:

1. Contract number
2. Date of contract
3. Customer name
4. Point of contact (name and current phone number)

In rating an offeror's past performance, information in the offeror's proposal will be considered along with information relating to the subfactors obtained from other sources, such as USDA. The Government reserves the right to contact any and all references to verify the information provided under the past performance technical factor. If there is no information on past contract performance of an offeror or past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on this factor. Past performance will be rated as neutral.

Each factor is worth either the same as or less than the preceding factor. Technical and past performance, when combined, are significantly more important when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-3 Offeror Representations and Certifications-Commercial Items. (March 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern-



- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central Contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as

being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business. (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<b>Number of Employees</b>	<b>Average Annual Gross Revenues</b>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either
  - (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
  - (B) It ☐ has, ☐ has not submitted a completed application to

the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

*(d) Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and

does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a

domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is

expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) ☐ Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

**Listed End Product**

**Listed Countries of Origin**

\_\_\_\_\_

\_\_\_\_\_

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.



(j)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

**52.217-5 Evaluation of Options. (July 1990)**

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

<http://www.usda.gov/procurement/policy/agar.html>

(End of provision)

## **Section E      AGAR Solicitation Provisions**

### **452.204-70    Inquiries (Feb 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

### **452.215-71    Instructions for the Preparation of Technical and Business Proposals (Sep 1999)**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business (cost) proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section D of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 5 copies of the completed, signed offer

(b) 5 copies of the technical proposal

(c) 5 copies of the cost proposal

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal

will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

1. The offeror's staffing to be deployed to cover all anticipated locations given the potential for simultaneous attendance.
2. The experience of all personnel performing the work.
3. Past performance of the offeror on up to five contracts, Government or commercial, involving similar requirements.

Offerors shall provide the following information in its proposal:

1. Contract number
2. Date of contract
3. Customer name
4. Point of contact (name and current phone number)

(c) Business (Cost) Proposal Instructions.

The following is required:

**Pricing Structure**

The offeror shall submit its price expressed on a nationwide, per-metric-ton basis with a separate price provided for each level of service as specified in Section C.2. The offeror also shall price all option years on a nationwide, per-metric-ton basis with a separate price provided for each level of service.

(End of Provision)

**452.216-72 Evaluation Quantities--Indefinite-Delivery Contract (Feb 1988)**

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

(End of Provision)

**Section F FAR Contract Clauses and Addenda**

**52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)**

**52.204-7 Central Contractor Registration (Oct 2003)**

**52.212-4: Contract Terms and Conditions-Commercial Items. (October 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising

out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for

this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to



reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### **52.212-4 Addenda**

(b) *Assignment*. USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment) may be obtained at: <http://www.fsa.usda.gov/daco/procure#Forms> or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.

#### **(e) Definitions**

- (1) "COTR" means contracting officer technical representative
- (2) "Observer" means the person(s) performing the work under the contract
- (3) "Freight forwarder" means the person/firm representing the shipper of the cargo being observed
- (4) "Notice to Deliver" means the contracted shipping or delivery instructions issued by the Government to the commodity vendor
- (5) "Breakbulk Vessel" means loose, non-containerized cargo.
- (6) "Booking number" means reservation number used to secure equipment and act as a control number prior to completion of an ocean bill of lading.
- (7) "LASH" means a maritime industry abbreviation for "Lighter Aboard Ship." A specially constructed vessel equipped with an overhead crane for lifting specially designed barges and stowing them into cellular slots in an athwartship position.

#### **(u) Submission of deliverables**

All report forms (KC-41, KC-42, KC-43, KC-44, KC-45, and KC-46, and related observation documentation) except the weekly summary report shall be submitted concurrently with the associated invoice pursuant to Section A.6. The weekly summary reports shall be submitted as provided in the Statement of Work, Part 2, Section D.2.

(End of addenda)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (July 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

**X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (June 2003) of 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (July 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

**X** (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

**X** (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

**X** (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

**X** (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38

U.S.C. 4212).

**X** (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

**X** (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

**X** (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)

(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**X** (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

**X** (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

**X** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

**Employee Class:** Inspector

**Minimum Wage:** \$15.15 per hour

**Fringe Benefits:**

**Health & Welfare:** \$2.87 an hour or \$114.80 a week or \$497.47 a month.

**Vacation:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173).

**Holidays:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See

29 CFR 4.174)

**\*\*Uniform Allowance \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**X** (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

     (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

     (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.216-18     Ordering. (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19     Order Limitations. (October 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than eleven (11) metric tons, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a combination of items in excess of 200,000 metric tons,

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22     Indefinite Quantity. (October 1995)**

(a) This is an indefinite-quantity contract for the supplies or services



specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days from contract expiration date.

(End of clause)

**52.217-8 Option to Extend Services. (November 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to contract expiration date.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000).**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be

considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

**52.246-4 Inspection of Services—Fixed-Price. (Aug 1996)**

**52.247-5 Familiarization with Conditions (Apr 1984)**

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

<http://www.usda.gov/procurement/policy/agar.html>

(End of clause)

**Section G AGAR Contract Clauses**

**452.211-74 Period of Performance (Feb 1988)**

The period of performance of this contract is from April 1, 2006 through March 31, 2007.

(End of Clause)

**452.215-73 Post Award Conference (Nov 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 21 days after the date of contract award. The conference will be held at: United States Department of Agriculture, Kansas City Commodity Office, Export Operations Division, 6501 Beacon Drive, Kansas City, Missouri, 64133-4675.

(End of Clause)

**452.216-73 Minimum and Maximum Contract Amounts (Feb 1988)**

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of 100,000 metric tons but not in excess of 6,500,000 metric tons.

(End of Clause)

**452.246-70 Inspection and Acceptance (Feb 1988)**

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: United States Department of Agriculture, Kansas City Commodity Office, 6501 Beacon Drive, Kansas City, Missouri, 64133-4675.

(End of clause)

## **Section G      Statement of Work**

### **Part 1      Administration**

#### **A.      Government Contact Information**

Upon contract award the Contractor will be advised of the individual serving as the COTR for the contract and the individual serving as COTR for report submission under Section G.2.D.1, including applicable phone numbers and E-mail address.

#### **B.      Availability and Notification**

1.      The Contractor shall be available on 24 hour notice of the shipments. Attendance may be required simultaneously at numerous locations.

#### **C.      Task Orders**

1.      Cargo is booked for ocean transport at minimum on a monthly basis. As cargo is booked, the COTR shall provide the Contractor a task order in the form of an EXCEL spreadsheet that contains the following information regarding shipments:

- Load Port,
- Vessel ETA,
- N/D Number,
- Contract Number,
- Contract Date,
- Delivery Point,
- Commodity,
- Pack Size,
- Number of Units,
- Net Quantity MT,
- Steamship Line,
- Vessel,
- Country,
- Discharge Port,
- Program,
- Cooperating Sponsor,
- Freight Forwarder,
- Request Number,
- Year, Invitation, and
- Special
- Containerization Indicator

Note: Those line items identified as ship basis “P” are commodities purchased on an intermodal plant basis and shall be subject to VLO observation only if the mode of conveyance is other than container.

2. At least 24 hours prior to the arrival of the vessel at the port or containers at the transfer terminal, the ocean carrier or its representative will request the VLO service by telephone and/or fax. The ocean carrier will also inform the Contractor of the time and place of service and designate a local contact, i.e., individual(s) at the loading location, to address any deficiencies found during loading. The request for VLO will include the following information:
  - commodity,
  - quantity in net metric tons or number of containers, as applicable, and
  - N/D number

## **Part 2 Scope Of Work**

A. The Contractor shall:

- (1) Attend the loading of the vessel, barges, and/or containers, and document observations using the following forms:

Method of Conveyance	Observation Worksheet	Certificate
Container	KC-41	KC-44
Lash Barge	KC-42	KC-45
Breakbulk Vessel	KC-43	KC-46

These forms are provided under Section H of the Solicitation. The Contractor serves as the eyes and ears of the government at the location of loading and should work in conjunction with the port/terminal, the ocean carrier representative, and if present, the freight forwarder and/or representative of the cargo owner (the cooperating sponsor) to ensure that deficiencies are recognized and dealt with promptly.

**Note:** Contractor is not required to provide detailed load tallies. The scope of this work is limited to product observation, damage prevention, and conveyance loading control.

- (2) State damage occurring during vessel/conveyance loading, on the KC-41, KC-42, or KC-43, as appropriate. Provide details of damage/shortage occurring during loading, and describe the probable cause(s) of any damage.
- (3) Advise the COTR within 2 hours by telephone, fax, or E-mail in the event of detrimental or unsanitary conditions that will not be accepted for loading. Examples of detrimental or unsanitary conditions include, but are not limited to, bags or cartons soiled with hydraulic fluid, paint, grease, rodent or bird excrement, dust/dirt, or obviously inferior packaging or packaging materials. In addition, notify the COTR within 2 hours by telephone, fax, or E-mail of any commingling of bags/cartons with different markings.

- (4) Issue a letter of protest to the ocean carrier at the direction of the CO or COTR. Digital photographs that clearly document the discrepancy must be made available via E-mail within 2 hours to the CO or COTR, if the Contractor is directed to issue a letter of protest.
- (5) Provide certification that the Contractor was present during the entire vessel loading process. The certification for vessel loading should be in the form of a letter as shown in Attachment 1, 2, and/or 3 signed by the Contractor. False certification will result in termination of the contract and may result in suspension or debarment.

B. Observation Procedures

The Contractor shall:

- (1) Upon arrival at the loading berth or terminal where containers are to be stuffed, notify the vessel and stevedoring representatives that the observer will observe the loading at the request of government. Locate the individual designated by the ocean carrier to address deficiencies. If the ocean carrier does not provide a representative to address deficiencies, contact the applicable freight forwarder and record this information on the worksheet.
- (2) Conduct a visual observation of the general condition of the cargo to be loaded where it is at rest in the port warehouse, conveyance, or on the dock. Repeat this procedure each day before loading starts. Report any discrepancies in remarks section of the KC-41, KC-42, or KC-43, as appropriate. Include any letter of protest and digital photos and send within 2 hours via E-mail to the COTR.
- (3) Observe the condition of the hold(s) or containers before, during, and after the loading. Record observations on the worksheet and note any deficiencies.
- (4) Record deficiencies of all other government cargo previously loaded such as, but not limited to, leaking vegetable oil cans or spilled cargo that has not been removed.
- (5) Observe and document the loading of the commodity as follows:
  - a. Utilize form KC-41, KC-42, or KC-43, as appropriate.
  - b. Report any deficiencies found to the ocean carrier representative within 2 hours. If the ocean carrier representative is not responsive to correcting deficiencies or is not readily available, report this to the applicable freight forwarder and the COTR within 2 hours. Document the situation on the worksheet.
  - c. If serious detrimental conditions are found, immediately take

digital pictures, document the finding on the worksheet, and report the same within 2 hours to the ocean carrier representative and COTR. Issue a letter of protest to the ocean carrier as directed by the COTR. If such a letter is issued, provide a copy of the letter with the worksheet and certificate to the appropriate freight forwarder and the COTR.

- d. The ocean carrier may be required to apply desiccants to containers loaded with bagged beans shipped to certain countries. If desiccants are to be applied, the Contractor shall observe and report the application of such desiccants. The Contractor shall inform the COTR by telephone or e-mail within 2 hours if the application of the desiccants does not conform to the protocol outlined the USAID Notice to the Trade dated August 3, 2005. The notice may be reviewed at <http://www.usaid.gov/business/ocean/notices/>.

(6) Note the following on the worksheet:

- a. All uncorrected deficiencies and the number of units involved.
- b. The ocean carrier representative's/loading stevedore's signature after each day's loading to indicate concurrence with the number of bags/cartons not loaded, including damaged bags/cartons removed, and the total number of damaged packages loaded and not removed, if any.

**Note:** All efforts should be made to remove damaged commodities. Notify the COTR within 2 hours if the ocean carrier is not removing damaged commodities from the conveyance.

- c. The ocean carrier representative's signature, after loading is completed.

(7) If a vessel stops loading food-aid cargo to load other cargo, then returns to loading food-aid cargo, check the condition of the hold prior to the resumption of loading, and proceed according to the chart below:

IF...	THEN...
It appears that the subsequent loading may have damaged the cargo previously inspected	Include a statement on the report to that effect, include digital photos and send to the COTR within 2 hours via E-mail.
It is not possible to determine the effect the loading may have had on the quality of the previously	Include a statement on the report that cargo not requiring inspection (specify type of cargo) was loaded on top of the previously inspected

inspected cargo	cargo, include digital photos and send to the COTR within 2 hours via E-mail.
It appears that there is no damage	No action is required.

- (8) Certify the observation results on the appropriate VLO Certificate, KC-44, KC-45, or KC-46. Use the information from the KC-41, KC-42, or KC-43 to complete the Certificate.

C. Distribution of Worksheets and Certificates

- (1) Forms KC-41, KC-42, KC-43, KC-44, KC-45, and KC-46 shall be distributed within 24 hours of completion of loading as follows:
- a. Original to the ocean carrier or its agent
  - b. One copy to each of the following:
    - i. Applicable freight forwarder
    - ii. KCCO (submit by E-mail to COTR)

D. Reports

1. Task Order Report

The Task Order referenced in Section G.1.C shall be forwarded, upon completion of VLO's for all applicable line items to CRD via E-mail and include the following corresponding information:

- Certificate Number,
- Certificate Date,
- Inspection Date,
- Inspection Location,
- Units - Damaged and Not Loaded,
- Units - Loaded Damaged and Not Removed,
- Units - Damaged after Loading & Removed,
- Units - Repaired –Recooped,
- Total VLO Damage,
- Loading Stevedore,
- Vessel/Barge Net MT Containers,
- Cost Per Unit,
- Certificate Cost, and
- Invoice Number
- Containerization Confirmation

2. Weekly report

The Contractor must submit to the COTR weekly summaries by close of business at the end of each week. The weekly summaries shall cover those VLO's performed that week, and shall contain, at a minimum, the locations of inspections, number of inspections, and type of conveyance.

**Part 3 Mitigation of Damages**



- A. The observer shall witness and record that the steamship lines have handled damaged commodities in accordance with the guidance and procedures outlined in the Notice to the Trade EOD-110, which is available at [http://www.fsa.usda.gov/daco/eod\\_notices/eod110.pdf](http://www.fsa.usda.gov/daco/eod_notices/eod110.pdf). The Contractor shall not consider damaged commodities as recouped unless the Contractor has witnessed the recouping process and certifies that the recouping was accomplished in accordance with EOD-110.
- B. **Product Sampling**  
As requested by the COTR, the observer shall obtain commodity samples using only the method prescribed by the COTR. The disposition of the samples shall be as directed by the COTR.

**Section H – Exhibits**

The following forms shall be used by the Contractor in performance of its work under this contract.

<b>KC-41</b> (11-16-05)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency	<b>1. DATE</b>
<b>CONTAINER LOADING OBSERVATION WORKSHEET</b>		

<b>2. INSPECTOR NAME</b>	<b>3. COMMODITY</b>
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<b>2a. LOCATION</b>
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<b>2b. CITY</b>	<b>2c. STATE</b>	<b>2d. ZIP CODE</b>
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<b>2e. TELEPHONE NO. (Including Area Code)</b>	<b>2f. FAX NO.</b>	<b>2g. EMAIL ADDRESS</b>
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<b>4. BOOKING NUMBER</b>	<b>4a. BOOKING COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>5. CONTRACT NUMBER</b>	<b>5a. CONTRACT COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
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<b>6. N/D NUMBER(S)</b>	<b>6a. N/D COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>7a. LOADING COMMENCED</b>	<b>7b. LOADING COMPLETED</b>
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Complete findings below. Attach listing if more than 10 containers.

8. CATEGORY	9. AMOUNT	10. CONTAINER NUMBER(S)	
a. Damaged and Not Loaded		1	6
b. Damaged and Loaded		2	7
c. Damaged, Loaded and Removed		3	8
d. Repaired and Loaded		4	9
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)		5	10

**11. COMMENTS/REMARKS** (Infestation, Dirt, Moisture, etc.)

<b>12. NUMBER OF METRIC TONS AND/OR UNITS FOR THIS DAY</b> (As advised by Loading Facility)	<b>13. NUMBER OF CONTAINERS LOADED AND SEALED THIS DAY</b>
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#### CERTIFICATION AND ACKNOWLEDGEMENT

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

<b>14. OBSERVER NAME</b> (Please print)	<b>14a. OBSERVER SIGNATURE</b>	<b>14b. DATE</b>
<b>15. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE</b> (Please print)	<b>15a. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE</b> (Signature)	<b>15b. DATE</b>

## **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the information is 15 USC 714. Submission of completed forms is a requirement of the terms of the contract between the Government and the Contractor. Furnishing the information is not voluntary. Failure to provide all completed form(s) as required by the contract will preclude payment under the contract. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

This collection involves 10 or less individuals; therefore, it does not require Office of Management and Budget (OMB) clearance. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Kansas City Commodity Office, Chief, Planning and Analysis Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

## **NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

<b>KC-42</b> (11-16-05)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency	<b>1. DATE</b>
<b>LASH BARGE LOADING OBSERVATION WORKSHEET</b>		

<b>2. INSPECTOR NAME</b>	<b>3. COMMODITY</b>
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<b>2a. LOCATION</b>
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<b>2b. CITY</b>	<b>2c. STATE</b>	<b>2d. ZIP CODE</b>
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<b>2e. TELEPHONE NO. (Including Area Code)</b>	<b>2f. FAX NO.</b>	<b>2g. EMAIL ADDRESS</b>
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<b>4. BARGE NUMBERS</b>	<b>5. STEVEDORE</b>
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<b>6. N/D NUMBER(S)</b>	<b>6a. N/D COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
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<b>7. CONTRACT NUMBER</b>	<b>7a. CONTRACT COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>8a. LOADING COMMENCED</b>	<b>8b. LOADING COMPLETED</b>
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Complete findings below.

<b>9. CATEGORY</b>	<b>ND</b>	<b>ND</b>	<b>ND</b>
a. Damaged and Not Loaded			
b. Damaged and Loaded			
c. Damaged, Loaded and Removed			
d. Repaired and Loaded			
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)			
<b>10. Number of Metric Tons and/or Units for This Day (As Advised by Loading Facility)</b>			
<b>11. COMMENTS/REMARKS (Infestation, Dirt, Moisture, etc.)</b>			

**CERTIFICATION AND ACKNOWLEDGEMENT**

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

<b>12. OBSERVER NAME (Please print)</b>	<b>12a. OBSERVER SIGNATURE</b>	<b>12b. DATE</b>
<b>13. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Please print)</b>	<b>13a. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Signature)</b>	<b>13b. DATE</b>

## **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

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This collection involves 10 or less individuals; therefore, it does not require Office of Management and Budget (OMB) clearance. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Kansas City Commodity Office, Chief, Planning and Analysis Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

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<b>KC-43</b> (11-16-05)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency	<b>1. DATE</b>
<b>BREAKBULK VESSEL LOADING OBSERVATION WORKSHEET</b>		

<b>2. INSPECTOR NAME</b>	<b>3. COMMODITY</b>
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<b>2a. LOCATION</b>
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<b>2b. CITY</b>	<b>2c. STATE</b>	<b>2d. ZIP CODE</b>
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<b>2e. TELEPHONE NO. (Including Area Code)</b>	<b>2f. FAX NO.</b>	<b>2g. EMAIL ADDRESS</b>
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<b>4. VESSEL NAME</b>	<b>5. STEVEDORE</b>
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<b>6. N/D NUMBER(S)</b>	<b>6a. N/D COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
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<b>7. CONTRACT NUMBER</b>	<b>7a. CONTRACT COMPLETE?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>8a. LOADING COMMENCED</b>	<b>8b. LOADING COMPLETED</b>
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Complete findings below.

9. CATEGORY	HOLD 1	HOLD 2	HOLD 3	HOLD 4	HOLD 5	TOTAL
a. Damaged and Not Loaded						
b. Damaged and Loaded						
c. Damaged, Loaded and Removed						
d. Repaired and Loaded						
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)						

<b>10. COMMENTS/REMARKS (Infestation, Dirt, Moisture, etc.)</b>
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<b>11. NUMBER OF METRIC TONS AND/OR UNITS FOR THIS DAY (As Advised by Loading Facility)</b>
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**CERTIFICATION AND ACKNOWLEDGEMENT**

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

<b>12. OBSERVER NAME (Please print)</b>	<b>12a. OBSERVER SIGNATURE</b>	<b>12b. DATE</b>
<b>13. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Please print)</b>	<b>13a. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Signature)</b>	<b>13b. DATE</b>

## **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the information is 15 USC 714. Submission of completed forms is a requirement of the terms of the contract between the Government and the Contractor. Furnishing the information is not voluntary. Failure to provide all completed form(s) as required by the contract will preclude payment under the contract. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

This collection involves 10 or less individuals; therefore, it does not require Office of Management and Budget (OMB) clearance. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Kansas City Commodity Office, Chief, Planning and Analysis Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

## **NONDISCRIMINATION STATEMENT**

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**KC-44**

(11-16-05)

**U.S. DEPARTMENT OF AGRICULTURE**

Farm Service Agency

**CONTAINER LOADING OBSERVATION CERTIFICATE**

1. CERTIFICATE NUMBER	1a. CERTIFICATE DATE	1b. DOES THIS CERTIFICATE COMPLETE THE N/D? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. CONTRACT NUMBER	3. NOTICE TO DELIVER NUMBER
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4. FORWARDER NAME

4a. STREET ADDRESS/P.O. BOX

4b. CITY	4c. STATE	4d. ZIP CODE
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4e. TELEPHONE NO. (Including Area Code)	4f. FAX NO.	4g. EMAIL ADDRESS
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5. OCEAN CARRIER NAME

5a. STREET ADDRESS/P.O. BOX

5b. CITY	5c. STATE	5d. ZIP CODE
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5e. TELEPHONE NO. (Including Area Code)	5f. FAX NO.	5g. EMAIL ADDRESS
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6. DATE OF INSPECTION REQUESTED	7. DATE(S) INSPECTION SERVICES PERFORMED	8. INSPECTION WAS PERFORMED AT FOLLOWING LOCATION
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9. REQUEST NUMBER	10. PROGRAM CODE
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**SUMMARY OF VESSEL LOADING OBSERVATION**

11. CATEGORY	12. NUMBER OF UNITS	13. CONTAINER NUMBER(S) (Attach Rider if Needed)	
a. Damaged and Not Loaded			
b. Loaded Damaged and Not Removed		14. BOOKING NUMBER	
c. Damaged After Loading and Removed		15a. LOADING COMMENCED	15b. LOADING COMPLETED
d. Repaired/Recouped		16. TOTAL METRIC TONS	17. NET METRIC TONS
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)		18. TOTAL NUMBER OF CONTAINERS	

19. COMMENTS/REMARKS

**CERTIFICATION AND ACKNOWLEDGEMENT**

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

20. OBSERVER NAME (Please print)	20a. OBSERVER SIGNATURE	20b. DATE
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## **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

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**KC-45**

(11-16-05)

**U.S. DEPARTMENT OF AGRICULTURE**

Farm Service Agency

**LASH BARGE LOADING OBSERVATION CERTIFICATE**

1. CERTIFICATE NUMBER	1a. CERTIFICATE DATE	1b. DOES THIS CERTIFICATE COMPLETE THE N/D? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. CONTRACT NUMBER	3. NOTICE TO DELIVER NUMBER
4. FORWARDER NAME				
4a. STREET ADDRESS/P.O. BOX				
4b. CITY			4c. STATE	4d. ZIP CODE
4e. TELEPHONE NO. (Including Area Code)			4f. FAX NO.	4g. EMAIL ADDRESS
5. OCEAN CARRIER NAME				
5a. STREET ADDRESS/P.O. BOX				
5b. CITY			5c. STATE	5d. ZIP CODE
5e. TELEPHONE NO. (Including Area Code)			5f. FAX NO.	5g. EMAIL ADDRESS
6. DATE OF INSPECTION REQUESTED			7. DATE(S) INSPECTION SERVICES PERFORMED	
8. INSPECTION WAS PERFORMED AT FOLLOWING LOCATION				
9. REQUEST NUMBER			10. PROGRAM CODE	
11. OTHER				

**SUMMARY OF VESSEL LOADING OBSERVATION**

12. CATEGORY	13. NUMBER OF UNITS	14. LASH BARGE NUMBERS (Attach Rider if Needed)	
a. Damaged and Not Loaded			
b. Loaded Damaged and Not Removed		15. MOTHER VESSEL NAME	
c. Damaged After Loading and Removed		16a. LOADING COMMENCED	16b. LOADING COMPLETED
d. Repaired/Recouped		17. TOTAL METRIC TONS	18. NET METRIC TONS
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)		19. TOTAL NUMBER OF UNITS	
20. COMMENTS/REMARKS			

**CERTIFICATION AND ACKNOWLEDGEMENT**

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

21. OBSERVER NAME (Please print)	21a. OBSERVER SIGNATURE	21b. DATE
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## **PRIVACY ACT AND PUBLIC BURDEN STATEMENTS**

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**KC-46**

(11-16-05)

**U.S. DEPARTMENT OF AGRICULTURE**

Farm Service Agency

**BREAKBULK VESSEL LOADING OBSERVATION CERTIFICATE**

1. CERTIFICATE NUMBER	1a. CERTIFICATE DATE	1b. DOES THIS CERTIFICATE COMPLETE THE N/D? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. CONTRACT NUMBER	3. NOTICE TO DELIVER NUMBER
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4. FORWARDER NAME

4a. STREET ADDRESS/P.O. BOX

4b. CITY	4c. STATE	4d. ZIP CODE
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4e. TELEPHONE NO. (Including Area Code)	4f. FAX NO.	4g. EMAIL ADDRESS
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5. OCEAN CARRIER NAME

5a. STREET ADDRESS/P.O. BOX

5b. CITY	5c. STATE	5d. ZIP CODE
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5e. TELEPHONE NO. (Including Area Code)	5f. FAX NO.	5g. EMAIL ADDRESS
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6. DATE OF INSPECTION REQUESTED	7. DATE(S) INSPECTION SERVICES PERFORMED	8. INSPECTION WAS PERFORMED AT FOLLOWING LOCATION
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9. COMMODITY CODE	10. PROGRAM CODE
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**SUMMARY OF VESSEL LOADING OBSERVATION**

11. CATEGORY	12. NUMBER OF UNITS	13. VESSEL NAME	
a. Damaged and Not Loaded			
b. Loaded Damaged and Not Removed			
c. Damaged After Loading and Removed		14a. LOADING COMMENCED	14b. LOADING COMPLETED
d. Repaired/Recouped		15. TOTAL METRIC TONS	16. NET METRIC TONS
e. <b>Total VLO Damage</b> (Sum of a thru c minus d)		17. TOTAL NUMBER OF UNITS	

18. COMMENTS/REMARKS

**CERTIFICATION AND ACKNOWLEDGEMENT**

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Farm Service Agency Vessel Loading Observation contract.

19. OBSERVER NAME (Please print)	19a. OBSERVER SIGNATURE	19b. DATE
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